

LIMITED WARRANTY For MOTTECH Americas, LLC Photovoltaic Modules

Five-Year Limited Warranty

MOTTECH Americas, LLC ("MOTTECH") warrants its modules to be free from defects in workmanship and materials under normal application, use, installation, and service conditions for a period of five (5) years from the date of sale to the original buyer/end user. If a module malfunctions or becomes inoperable due to a defect in workmanship or material during the five-year period of this warranty, MOTTECH will, at its option, either repair or replace the module or refund the purchase price. This limited warranty, as well as the extended limited warranty on power output below, shall transfer from the original buyer/end user to subsequent buyers/end users for the remainder of the warranty term provided the module is not moved or relocated from its originally installed location.

Ten Year/Twenty-Five Year Extended Term Limited Warranty on Power Output

Although a module is essentially a solid-state device, some reduction in power output over time is a normal aging characteristic and is to be expected. If, within ten (10) years from the date of sale to the original buyer/end user, a MOTTECH module should fail to provide at least 90% of its minimum rated power output level (as provided in the related product specifications) MOTTECH will, at its option, repair or replace the module, or supplement the power shortfall of the module with additional modules as MOTTECH determines necessary to meet the 90% minimum power output level. If, within twenty-five (25) years from the date of sale to the original buyer/end user, a MOTTECH module should fail to provide at least 80% of its minimum rated power output level (as provided in the related product specifications) MOTTECH will, at its option, repair or replace the module, or supplement the power shortfall of the module with additional modules as MOTTECH determines necessary to meet the 80% minimum power output level.

Warranty Exclusions

If, in MOTTECH'S sole judgment, a module has been subject to misuse, neglect or accident or has been damaged through abuse, alteration, improper installation or application, failure to follow MOTTECH'S operation or maintenance instructions, or negligence in transportation, handling, or storage, or repaired by anyone other than MOTTECH and its authorized dealers/installers, this warranty will not be applicable. This warranty will also not cover damage due to acts of God, power failures, lightning, fire, flood, severe weather, hailstorms, insect and pest infestation, and other events reasonably beyond MOTTECH'S control. Warranty coverage does not include any transportation costs for return of modules or for reshipment of any repaired or replaced module, or costs associated with removal, installation or reinstallation of modules.

Limitations of Warranty and Liability

Damage to persons or property or other loss or injury resulting from defect in the module or from improper installation or use shall not be the responsibility of MOTTECH. MOTTECH will not under any circumstances be liable for any indirect, special, incidental or consequential damages of any nature, whether based on contract, tort or other legal theory including, without limitation, business interruption costs, removal and/or reinstallation costs, re-procurement costs, loss of profit or revenue, loss of data, promotional or manufacturing expenses, overhead charges, injury to business reputation or loss of customers, even if MOTTECH has been advised of the possibility of such damages. In all cases, MOTTECH'S total liability will be limited to the price of products provided or services performed by MOTTECH. **NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.**

Warranty Claim Procedure

Claims under this warranty will be considered if submitted by registered or certified mail to Warranty Claim Department, Mottech Americas, LLC, 231 Lake Dr., Newark, Delaware, USA 19702 within 60 days following the discovery of any defect covered by this warranty, with specific details in writing, and provided MOTTECH or its agents are permitted a commercially reasonable opportunity to examine and analyze the material or workmanship claimed to be defective. An authorized representative of MOTTECH must approve any claim in writing. THIS WARRANTY, WHICH IS LIMITED AS INDICATED ABOVE, PROVIDES SPECIFIC LEGAL RIGHTS .YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY

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